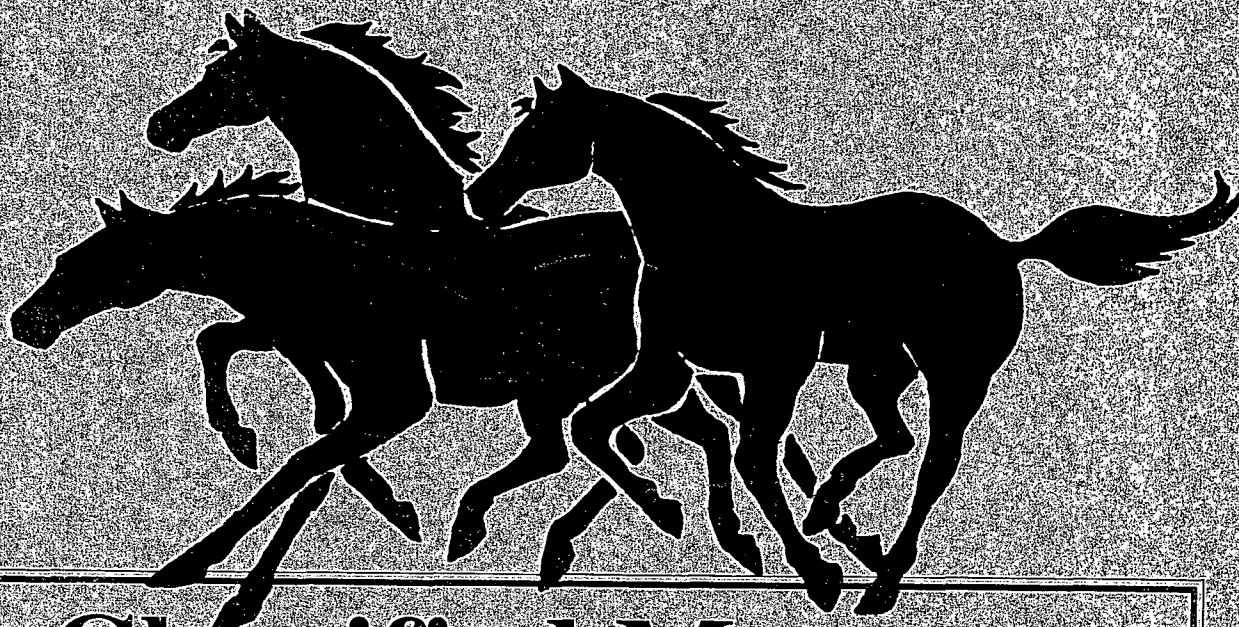


Davis Co. CSD

PPME #2003 (Mixed) 7/1/2004 6/30/2007



Classified Master Contract Agreement

Between

**The Board of Education of the
Davis County Community School District**

and

**Local 2003, International Union of Painters and Allied Trades
(AFL-CIO)**

July 1, 2004


to

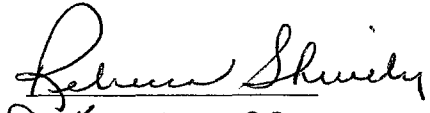
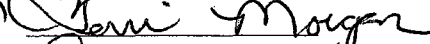
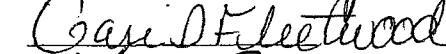

June 30, 2007


A G R E E M E N T

Agreement between (1) The Board of Education
in the Davis County Community School District,
Bloomfield, Iowa and (2) Local 2003, Interna-
tional Union of Painters and Allied Trades
(AFL-CIO)

July 1, 2004, through June 30, 2007


Randall D. Schultz
Local 2003, International
Union of Painters
and Allied Trades (AFL-CIO)


President
Board of Education
The Davis County Community
School District

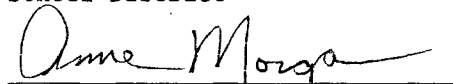

The Davis County Community
School District

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ARTICLE 1 - RECOGNITION PROVISION

The Board recognizes the Union as the sole and exclusive negotiating agent for all classified personnel (support staff) as set forth in the PER Board Certification instrument (Case # 1224). Certification follows:

INCLUDED: All employees of the Davis County Community School District, including teacher aides (associates), custodians, cooks, bus drivers, mechanics, and secretaries, including Principal's secretary, and Assistant Principal's secretary.

EXCLUDED: Teachers and Administrators, Supervisor of Buildings and Grounds, Supervisor of Food Services, Supervisor of Transportation, Board of Education secretary, Superintendent's secretary, Assistant Superintendent's secretary. Students working 20 hours per week or less, substitutes and temporary employees and all others excluded by Section 4 of the Act.

ARTICLE 2 - PREAMBLE PROVISION

The Board of Education of the Davis County Community School District, hereinafter referred to as the "Board", and Public Professional and Maintenance Employees Local 2003, International Union of Painters and Allied Trades (AFL-CIO), hereinafter referred to as the "Union", have reached certain understandings which they desire to confirm in the Agreement, it is agreed as follows:

ARTICLE 3 - UNION RIGHTS PROVISION

Section 1. Use of facilities.

The Union shall have the right to hold a reasonable number of meetings on School District property provided such meetings in no way interfere with any aspect of the employer's work program. Use of District owned equipment, materials, office and/or educational, shall be allowed subject to school policies. Any out-of-pocket expenses to the District resulting from such meetings or the use of said equipment and/or materials shall be borne by the Union. All meetings shall be scheduled with the building administrator or Superintendent as appropriate.

Section 2. Communications.

The Union shall have the right to use the employee's mailboxes in the school's internal distribution system for a reasonable volume of appropriate announcements relating to the conduct of Union business on behalf of the members of the bargaining unit. All communications so disseminated through school channels must be submitted to the Superintendent or designee at the time of distribution. The Union shall be provided with bulletin board space at an administratively designated location in each building. Only authorized representatives of the Union shall use the bulletin boards for Union announcements and all communications posted will relate only to the Union's official business as the negotiating agent for the support staff. All communications placed on the bulletin board space must be submitted to the Superintendent or designee at the time of distribution.

Section 3. Access To Members.

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property, provided no interference or interruption of normal employer operations is involved.

Section 4. Information.

The Union shall be furnished, upon request, regularly and routinely prepared information concerning the financial condition of the school, including the annual financial report and adopted budget. In addition, the Board and the Administration will grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations and/or the process of grievance. Nothing herein shall require administration to research and assemble information.

ARTICLE 4 - MANAGEMENT RIGHTS PROVISION

The Employer shall have the right to exercise those powers and duties granted to the Employer by law, including the Public Employer Rights contained in Section 20.7 of the Public Employment Relations Act, subject only to such limitations as are expressly set forth in this Agreement.

ARTICLE 5 - DEFINITIONS PROVISION

The term "Employer" used in this Agreement shall mean the Davis County Community School District. The term "Board" as used in this Agreement shall mean the Board of Education of the Davis County Community School District.

The term "Employee" as used in this Agreement shall mean the employees included in the bargaining unit as certified.

The term "Union" as used in this Agreement shall mean the Public Professional and Maintenance Employees Local Union No. 2003, International Union of Painters and Allied Trades, AFL-CIO or its duly authorized representatives or designees.

The term "Act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, Chapter 20 of the Code of Iowa, 1977, and any amendatory acts thereto.

The term "Regular Full-time Employee" as used in this Agreement shall mean all employees of the bargaining unit who work forty (40) hours per week for the Employer nine (9) or more months each school year.

The term "Regular Part-time Employee" as used in this Agreement shall mean all employees of the bargaining unit who work less than forty (40) hours per week for the Employer nine (9) or more months each school year.

ARTICLE 6 - GRIEVANCE PROCEDURE PROVISION

Section 1. A grievance is a claim by an employee, a group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any specific provision of the Agreement.

Section 2. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to problems concerning employees and the Agreement which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure. The intended result should be unobstructed, two-way communication with respect to alleged grievance without fear of reprisal, a reduction of potential areas of conflict between staff members, administration, the Board, and the development of improved morale and effectiveness of staff members.

Section 3.

- a. All participants in this Agreement shall have the right to present grievances in accordance with these procedures.
- b. The failure of a grievant to act on any grievance within the prescribed time limits will act on as a bar to further appeal, and should an administrator at any level fail to render a decision within the time limits, the grievant may proceed to the next level.
- c. It is agreed that any investigation or other processing of any grievance by the grievant shall be conducted so that no interference with or interruption of the instructional program or related work activities occur.
- d. The time limitations indicated at each level should be considered the maximum and every effort should be made to expedite the grievance process. The specified time limits may be extended by mutual agreement.
- e. A party-in-interest is the person or persons making the grievance or any person, including the Union or the Board, who might be requested to take action in order to resolve the grievance.

Section 4.

- a. Level I (Informal)

An attempt shall be made to resolve any grievance by informal, verbal discussion between the complainant and his/her immediate supervisor.

- b. Level II (Formal)

If the grievance cannot be resolved informally at Level I, the aggrieved shall file the alleged grievance in writing, through the Union, and at a mutually agreeable time, the aggrieved and/or the Union Representative shall meet with the Supervisor to discuss the alleged grievance. Grievance forms shall be available from the Union Representative in each building, and said form shall be signed by the grievant and an official representative of the Union. The formal, written grievance shall state the nature of the alleged grievance, shall note the specific clause or clauses of the Agreement to be cited, and shall state the remedy requested. The filing of the formal, written grievance must be within fifteen (15) working days from the date of, or the knowledge of, such occurrence giving rise to the grievance. The Supervisor shall make a decision on the grievance and communicate it in written form, with the reasons therefore, to the grievant, the Union and the Superintendent within five (5) working days after the receipt of the grievance.

c. Level III

In the event a grievance has not been satisfactorily resolved prior to this level, the aggrieved shall file an appeal of the Supervisor's written decision with the Superintendent. Within five (5) working days, the aggrieved and/or the Union Representative shall meet with the Superintendent and attempt to resolve the grievance. The Superintendent or his/her designee shall file a written response with the reasons therefore within five (5) working days and communicate it to the aggrieved and the Union.

d. Level IV

If the grievance has not been satisfactorily resolved at this point, there shall be a final level of impartial binding arbitration. The Union must submit, in writing, a request on behalf of the Union and/or the aggrieved to the Superintendent within thirty (30) working days from the receipt of the answer at Level III to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected with mutual consent of both parties within seven (7) working days after such notice is given. If the parties fail to reach an agreement on the arbitrator, either the American Arbitration Association, or the Federal Mediation and Conciliation Service, or the Public Employment Relations Board shall be requested to provide a panel of seven (7) arbitrators. The service selected shall be by mutual consent. Should the list of seven (7) arbitrators submitted by any of the aforementioned organizations be totally objectionable to either party, a new listing shall be requested from the organization chosen to provide the lists. Each of the parties will alternatively strike one name from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on both parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator shall only have authority to decide the issue or issues presented in writing by the Board and the Union, and the decision shall be based only upon the interpretation of the meaning or the application of the express, relevant language of the Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union.

Section 5.

If any grievance is pursued in any form other than outlined under the grievance procedures of this Agreement, the alleged grievance need not be processed.

ARTICLE 7 - DUES DEDUCTION PROVISION

The Union will have the responsibility of informing each employee of the bargaining unit of the voluntary nature of authorization by an employee for the deduction from employee's pay to cover dues and for revoking authorization. The Union will distribute to its members an authorization form advising the member that the dues deduction is voluntary on the member's part, and that the member also may terminate the dues deduction at any time by giving thirty (30) days written notice to the employer. Deductions under this provision shall only include the regular periodic amounts required to maintain the employee as a member in good standing. The Union will notify the employer, in writing, the exact amount of such regular membership dues to be deducted, and will provide a list of eligible employees and their dues deduction authorization forms to the District Secretary/Accountant prior to the payroll cut-off date for the July payroll. Changes in the list and the appropriate authorization or withdrawal forms shall be received in the business office prior to the monthly payroll cut-off dates in subsequent months. Failure to file timely changes will result in deductions or termination requests being made the following month. The Union shall provide the Employer the appropriate schedule of dues deduction. The transmittal of dues to the Union business office is to be accomplished within ten (10) working days after each payroll date. The Union agrees to indemnify and hold harmless the Employer, the Board, and the employers authorized representatives from any and all claims, costs, litigation, or other forms of liability that might arise out of the Employer agreeing to make a dues deduction on behalf of the Union.

ARTICLE 8 - STEWARDS PROVISION

The Employer recognizes the bargaining unit's right to have a maximum of six (6) stewards to be selected by the employees from among the employees in the unit. The Union shall notify the Employer within ten (10) working days after the signing of this Agreement of the names of the stewards.

ARTICLE 9 - HEALTH AND SAFETY PROVISION

- a. All reasonable rules governing health, safety, and sanitary conditions shall be complied with by the employees, the Union and the Employer.
- b. Employees must report any job related injury to the building Principal/Supervisor within twenty-four (24) hours of the time the injury is sustained.
- c. The Employer shall supply any protective clothing, devices, or uniforms which the Board requires the employees to wear or use. The employee shall be responsible for the proper use and care of such protective clothing, devices or uniforms. Requests for additional safety equipment shall be made in writing to the employee's Supervisor.
- d. Employees shall be granted thirty (30) minutes for rest periods for each regular full-time workday. Employees classified as regular part-time employees shall be granted an equivalent, pro-rated rest period as published in the work rules as established by the Board.
- e. The Davis County Board of Education believes it has a responsibility to promote healthy living and to create a safe and healthy environment for all students, employees, and visitors to the district. Employees shall not smoke or use tobacco products when operating district owned or operated motor vehicles or when supervising students on or off school property. It shall be the responsibility of the Superintendent to designate smoking areas at each work site outside building. It shall be a violation of Section e. of this Article to smoke or use other tobacco products in nondesignated smoking areas. This section shall be null and void should the above restrictions not also be applicable to all employees of the district. The parties understand and agree that bargaining unit employees will not be required to police or to report any violation of Section e. of this Article.

ARTICLE 10 - WAGES AND SALARIES PROVISION

- a. Employees shall be paid at the rate specified for their job classification as indicated in Appendix A attached to this Agreement. The employer retains the right to add or delete job classifications. If the Employer adds a new job classification, the employer will provide the Union with notice and opportunity to bargain the wage rate. If no agreement is reached between the parties, the dispute shall be submitted to an independent arbitrator for resolution. Disputes as to the inclusion or exclusion of a position within the bargaining unit shall be submitted to the Iowa Public Employment Relations Board for resolution.
- b. Payment for services rendered shall be monthly, with the Friday closest to the 20th of each month being designated as the payroll date. Should the payroll date fall on a holiday, the payroll date shall be the last scheduled workday before the payroll date. The Friday fourteen days earlier shall be designated as the payroll cut-off date.
- c. Employees who are transferred or assigned to a higher rate classification for twenty (20) working days consecutively shall be paid at the higher rate after completing the twentieth day, retroactive to the first working day at the higher classification. The Board will not require teacher aides to perform duties which the Board is prohibited by law from requiring them to perform.
- d. The workweek is from 12:01 a.m. Sunday to Saturday midnight.
- e. Stand-By Pay: The employer will not require mechanics to be in stand-by status at their home.
- f. Teacher Substitute Pay: Bargaining unit employees who are licensed by the State of Iowa to be a Substitute shall receive the current District substitute pay when asked to serve in a Substitute Teacher capacity. However, nothing in this language should be construed as including Substitutes within this bargaining unit or any other bargaining unit.

ARTICLE 11 - OVERTIME PROVISION

- a. Overtime shall be paid for at the rate of time and one-half (1 1/2) the employees regular straight time hourly rate for work performed in excess of the normal forty (40) hour work week, when authorized by the Superintendent or designee.
- b. Compensatory Time
 - 1. Employees may elect to take compensatory time off in lieu of overtime pay or in lieu of straight-time pay for hours worked

over the employees' normal schedule. (Computation example - one hour of straight time worked equals one hour of compensatory time; one hour of overtime worked equals one and one-half hours of compensatory time.)

2. The employee must notify the supervisor prior to the payroll cutoff date whether he/she chooses overtime pay or compensatory time.
 3. The time off taken by the employee as compensatory time is subject to the of the supervisor, however, every effort shall be made to comply with the request of the employee consistent with the staffing needs of the department or building.
 4. Earned compensatory time that an employee has banked but not taken off may be paid to the employee by the District in the final pay period of the budget year (June).
- c. An employee not historically of a type scheduled to work on Saturdays, Sundays, or holidays who is recalled to work on a Saturday, Sunday, or holiday, shall receive a minimum of two (2) hours pay for work on said Saturday, Sunday, or holiday.

ARTICLE 12 - MILEAGE PROVISION

Employees shall be reimbursed for required use of their personal vehicles in performing Board required tasks at the rate of \$.30 per mile or as revised by board action. All bus drivers who live outside of the city where their bus is parked during the school day and travel by their personal vehicles from that city to their home and return in the afternoon will be paid mileage as set forth in Section 70A 9 - 11 of the 2001 Code of Iowa. Claims for such reimbursement shall be filed with the Superintendent no later than the first of each month. Bus drivers who live outside the county will be paid personal vehicle mileage for mid-day home trips to the county line. Bus drivers who live outside the county will leave their buses at the Transportation Department. Bus drivers who drive their personal vehicles to a daytime job or other location rather than a mid-day home trip, will be paid for the actual miles driven up to the mileage necessary for a mid-day home trip.

ARTICLE 13 - PERSONAL LEAVE

Personal leave of two (2) days without loss of pay may be granted each year to all employees for necessary absences upon previous day advance written notification, except in cases of emergency, and subject to approval or disapproval by the Superintendent for just cause. Unused leave may accumulate up to four (4) days.

In general, the day may be granted to take care of personal matters which can only be accomplished during work time. Leave may be denied during the first and last week of school and during scheduled training days.

ARTICLE 14 - BEREAVEMENT PROVISION

Bereavement leave of up to five (5) days shall be granted in each case of death in the immediate family to include spouse, child, stepchild, foster-child, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, grandmother, grandfather, grandchild, aunt, uncle, brother/sister-in-law, or niece/nephew of either spouse. Should extenuating circumstances exist, such as great distance involved, or necessary business connected with the death, additional leave time up to two (2) days may be granted through the use of accumulated sick leave upon application to and approval by the Superintendent.

ARTICLE 15 - INSERVICE MEETINGS PROVISION

Should the Board request a staff member to attend a conference or workshop, expenses incurred shall be paid by the district and regularly assigned work time missed shall be without loss of pay. Should the employee request to attend a conference or workshop, prior approval must be obtained from the Superintendent. Limitations may be made on the number of staff members absent from their workstations on any particular day.

ARTICLE 16 - SICK LEAVE PROVISION

Section 1.

Sick leave of fifteen (15) days shall be provided each regular employee annually. Unused portions of this leave time shall be cumulative to a maximum of one-hundred-twenty (120) days. This shall apply only to consecutive years of employment in the Davis County Community District, and shall be initiated on the first contract day of each school year.

Section 2.

Sick leave is intended for the personal use of each employee; however, up to a maximum of ten (10) days of accumulative leave time may be allowed annually for the serious illness of a spouse, parent, or child if the employee's presence is required. This leave may also be taken for stepchildren or foster child if the child lives with the employee. The Employee may request an additional ten (10) days of accumulated sick leave for extreme emergency caused by the illness or injury of a spouse or parent or child upon the application to and approval of the Board of Education. Should any additional sick leave be needed, the Employee must return to the Board with another request for a ten (10) day additional period of time. Each ten day additional period may be granted by the Board up to the Employee's cumulative sick leave.

Section 3. Verification.

A written statement verifying the absence by reason of illness may be required of the employee by the Board. Medical certification, or other medical evidence may be required in support of a claim for a disabling illness or injury. The Board may also request a statement of medical release certifying that an employee is physically capable of returning to work. Cost of the required physical examination shall be borne by the Employer up to a maximum of \$25.00 when supported by a statement of charges if the claim is not previously covered by the employee's insurance plan.

Section 5.

The daily rate of sick leave for bus drivers shall be computed on the total daily rate of the basic route plus in-town shuttle and activity routes on the day or days he was entitled to sick leave.

Section 6. Family and Medical Leave Act.

The parties agree to interpret the leave terms of this contract consistent with the provisions of the family Medical Leave Act. Employees will not be required to utilize paid leave, including accrued vacation, if available, before utilizing leave pursuant to the Family Medical Leave Act.

ARTICLE 17 - JURY LEAVE PROVISION

In the absence of extraordinary circumstances, employees may be excused for jury duty leave. In order that no employee shall suffer financial loss because of such absence, the difference between their normal salary and the compensation received for jury duty service shall be paid by the Employer. Notice of call of jury duty service shall be reported to the Superintendent or designee upon receipt of the notice.

ARTICLE 18 - MILITARY LEAVE OF ABSENCE

Military leave of absence will be granted to an employee in accordance with applicable federal and state laws governing military leave. Such leaves of absence shall be without pay except as provided in Chapter 29A of the Code of Iowa. Employees who are members of the Reserve and National Guard, and are required to participate in short periods of annual training on active duty, when a choice of dates is available, shall attempt to schedule such training when school is not in session.

ARTICLE 19 - ABSENCE WITHOUT PAY PROVISION

Voluntary absences without pay shall be requested in writing by the employee and may be authorized by the Superintendent or designee. Absences of an involuntary nature may be excused by the Superintendent provided the employee makes application

immediately upon return to the job. An employee shall not be required to exhaust all paid Personal Leave to qualify for the unpaid leave provision of this Article.

ARTICLE 20 - INSURANCE PROVISION

Section 1. Health and Major Medical

All regular employees who work 30 hours per week shall receive group health and medical insurance for the individual employee. The employees may elect to take the benefit as a 403b plan and/or as cash.

Section 2. Coverage

The District shall offer more than one deductible plan. The District may change carriers provided that the coverage remains comparable, and only after notice to the union to afford the union an opportunity to negotiate regarding the impact of the switch (includes all mandatories). The Union will be included in the decision process if coverage is to be changed. Disputes regarding this provision may be submitted for resolution directly to arbitration pursuant to Article VI section 4 (d).

Section 3. Options and Premiums (See Appendix A)

Section 4.

Regular part-time employees who are contracted to work for twenty (20) or more hours per week at their regular assignment shall have the option to purchase group health and medical insurance through payroll deduction, subject to regulations of the insurer under the current plan in operation.

Section 5. Long Term Disability

A disability income protection plan will be provided for all employees who work 30 hours a week or more, paid by the Employer.

Section 6. 403b Plans.

The Employer shall establish a 403b plan in which employees may participate as hereinafter set forth. An Employee may elect not to participate in the Group Health Hospitalization and Major Medical Insurance Program offered by the Employer and apply the amount to a 403b plan. Participation by new employees or by existing employees may be limited, if necessary, to maintain the health insurance contract with the provider. Application of this limitation must be on a District-wide basis. In that event, displacement of the participants shall be in inverse order of their seniority in the program, except that no employee shall be displaced unless she/he qualifies for inclusion in the group health insurance program. Such displacement of bargaining unit employees will not occur until after the employer has met and conferred with the union(s) regarding other options. Nor will the Employer displace bargaining unit employees if they have not implemented a similar policy on new employees hired subsequent to this agreement who are not in a bargaining unit. On or before July 15, an Employee may file with the Employer a written election, electing the payment be applied to a 403b plan. An Employee hired after July 15 may file an election which shall take effect as of the next pay period. Any Employee may change the election as permitted by the group insurance carrier. Should the employee seeking to reverse the election not comply with the group insurance carrier, the Employer and/or the Union will not be liable or responsible for that employee's individual insurance coverage and the employee will be denied permission to reverse his/her election.

ARTICLE 21 - VACATION PROVISION

All regular full-time employees covered by this Agreement, who work forty (40) hours per week, twelve (12) months per year, are entitled to ten (10) days vacation with pay during June or July or as arranged with the Superintendent. One day of paid vacation for each subsequent year of continuous employment will be added up to a maximum of 20 days of vacation per employee. All regular full-time employees covered by the Agreement, who work forty (40) hours per week, eleven (11) months per year, are entitled to ten (10) days of paid vacation to be taken in July. Mechanics may be permitted to take their vacation during the school year if their workloads permit. Custodians may be permitted to take their vacation on normal school days if work permits, but no more than two may be on vacation at the same time. Custodians may also take their vacation on those days when school is closed before or after a holiday.

ARTICLE 22 - HOLIDAYS PROVISION

The following listed days are recognized by the Davis County Community School District as paid holidays:

- (1) Labor Day
- (2) Thanksgiving Day
- (3) Christmas Day
- (4) New Years Day
- (5) Washington's Birthday
- (6) Memorial Day
- (7) Independence Day

Employees covered by the Agreement who work for 190 days or less are eligible to be paid for numbers 1 - 5.

Employees covered by this Agreement who work more than 190 days but less than 245 are eligible to be paid for number 1 - 6.

Employees covered by this Agreement who work more than 245 days are eligible to be paid for all listed holidays. Employees shall be paid currently for each holiday based on each employee's projected work year. When a holiday falls during an employee-designated vacation, the employee shall receive one additional vacation day. When a holiday falls on a Saturday, the day before shall be considered the holiday. When a holiday falls on a Sunday, the day after shall be considered the holiday. Should an employee be called in to work by the Superintendent, or designee on a paid holiday, an equivalent amount of time shall be added to the earned vacation time for full-time, regular employees. In the case of regular part-time employees, pay shall be at one and one-half the regular current rate to be paid on the next scheduled payroll date, subject to computer services deadlines for cutoff dates.

ARTICLE 23 - SENIORITY PROVISION

a. Seniority means an employee's length of continuous service with the Employer since the last date of employment. Seniority date shall be the date an employee actually commences work. In the event of a seniority tie, the order the employees are listed shall be determined on the basis of the last digit of the social security number, or the last two digits of their social security number if necessary, with the lower number resulting in lower seniority. New employees shall serve a probationary period not to exceed ninety (90) days at the Board's discretion. Upon completion of the probationary period, the employee shall be placed on the seniority list with the seniority being determined from the initial date of hire. Probationary employees may be terminated without recourse to any procedure in this Agreement.

b. A seniority list shall be furnished to the Union and posted in each work location for all support staff covered by the Agreement, by job classification within thirty (30) days after the beginning of the school year. New employees will have up to thirty (30) days to grieve their placement on the list.

c. Employees shall lose their seniority and the employment relationship may be broken and terminated in the following cases:

1. Upon a voluntary resignation.
2. Upon termination for just cause.
3. After two (2) consecutive days of absence without notice to the Board.
4. Upon continuous unemployment in the district for one (1) year.

ARTICLE 24 - RESIGNATION PROVISION

All resignations from support staff positions shall be accomplished with a minimum of two (2) weeks notice to the Board. If an Employee fails to give the required two-week notice to the Board, the Employee shall forfeit any accrued vacation pay, unless the position is filled by the Board on or before the date the resignation becomes effective.

ARTICLE 25 - STAFF REDUCTION PROVISION

Section 1.

The Board, for any reason, may determine that it is necessary to reduce the number of employees.

Section 2. Lay-Off.

When one or more positions are to be eliminated, the first effort in reductions shall be to utilize normal attrition factors to avoid the termination process. Should positions still need to be eliminated, employees in the job classification who are on probationary status shall then be laid off. Should positions still need to be eliminated, the reduction shall be accomplished according to District seniority as determined pursuant to Article 23. The only exception to this standard shall be for exceptional qualifications that meet critical needs of the District. The Board shall have the burden of proof for any deviation from the seniority standard.

Section 3.

Bumping Procedure. An affected employee may accept lay-off or may choose to bump a less senior bargaining unit employee in the affected job classification (Appendix A). The less senior employee shall then have the same bumping rights as the employee who held the position being eliminated. This procedure shall continue, in that order, until the least senior employee in the affected job classification (Appendix A) has been given the opportunity to bump or is laid off.

Section 4.

Reduction categories shall be designated as follows:

- a. Food Services
- b. Custodial Services
- c. Secretarial Services
- d. Associates Services
- e. Mechanics Services
- f. Bus Driver Services

Section 5. Recall Procedures.

Employee who has been laid-off pursuant to this provision shall have recall rights within his/her respective job classification for a period of two (2) years. Employees who have been laid-off due to a reduction in staff shall be recalled to available positions in their job classification in the inverse order of such lay-offs (Note: The procedures of Article 26 shall occur first, and the recalled employee shall be offered the resultant vacant position). Laid-off employees shall also be given notice of all bargaining unit vacancies, may apply for any vacancy, and shall be given preference in hiring if their qualifications are equal to the other applicants. Employees having been laid-off through a staff reduction shall notify the Superintendent, or designee, of their availability for recall, and must keep their addresses and telephone numbers known to the Board. Any change of address must be in writing. Recalled employees must report for work within fourteen (14) days after notice has been given by certified mail to the employee's last known address. If a recalled employee does not report as required in this section, the employee shall suffer loss of seniority and the employment relationship may be broken and terminated.

Notice To Union:

The Union's designated business agent shall be given notice of all staff reductions.

Preservation of Rights:

Employees on the recall list shall preserve their seniority for the determination of benefits under this contract

ARTICLE 26 - TRANSFERS PROVISION

Section 1.

The Board shall have the sole authority to determine if a vacancy exists. No permanent vacancy or newly created job classification in the bargaining unit shall be filled by hire or promotion until such vacancy has been posted on bulletin boards and announced by email and telephone voicemail box for a period of five (5) calendar days and current employees have had the opportunity to apply for such position and have their written application considered. No employee will be required to resign from a position when applying for another position.

Section 2.

The vacancy shall be filled by the applicant deemed most qualified. All factors of qualifications and competence being equal, seniority shall prevail and all internal applicants shall be notified when the position is filled. There shall be a probationary period of up to thirty (30) days in the new position, at which time the transfer is mutually evaluated. One of the factors to be considered as qualifications in the transfers of Bus Drivers on regularly assigned routes shall be the "Neighborhood Concept" of Bus Driver assignment.

ARTICLE 27 - PHYSICAL EXAMINATIONS PROVISION

All Employees must pass a physical examination upon initial employment with the District. Following initial employment, Employees are periodically required by the State of Iowa to pass additional physical examinations. Bus drivers must pass a physical examination every two (2) years. All other District Employees must pass a physical examination every three (3) years.

The Employer shall furnish a report form to be completed by the physician for all physical examinations. Bus drivers shall be reimbursed an amount not to exceed \$50.00 per physical examination and all other employees shall be reimbursed \$30 per physical examination upon furnishing proof of the cost of such medical examination. If a chest x-ray is required for the TB test and the employee's insurance does not cover the expense, the District will pay up to \$160 towards the cost.

ARTICLE 28 - SCHOOL CANCELLATIONS PROVISION

In the event that classes are cancelled due to the inclement weather, or other emergency conditions, designated radio stations shall be notified prior to 6:30 A.M. In the case of bus drivers, they are to contact the Transportation Office by radio prior to departure on their routes if there is any doubt about road conditions. Should classes be cancelled after drivers have begun their pick-up schedule, they are to be paid for their morning route. In the case of other employees covered by this Agreement, if school is closed due to inclement weather after they have arrived at their workstations, they may be allowed to leave unless their services are required. Make-up for the time lost shall be by arrangement with their immediate supervisor in order to fulfill their contracted hours, weekends and holidays excluded.

ARTICLE 29 - BUS DRIVERS PROVISION

Section 1: Driving Time

Actual driving time shall be computed for payment in fifteen (15) minute intervals subject to Wage and Hour guidelines in computation of such time. (8 minutes thru 15 is equal to one (1) fifteen minute interval, less than 8 minutes is equal to zero (0) intervals of time.) All the time required by the District in performance of Bus Driver duties shall be entered on time cards/records.

Section 2: Educational Trip Drivers

The Director of Transportation shall develop at the beginning of the contract year and maintain a list of volunteer drivers for educational trips for in and out-of-district travel. The list shall be obtained from volunteers by any authorized bus driver hired by the Board. The original list of names shall be placed in alphabetical order and trip assignments rotated according to the list. During the contract year, when a driver requests to be added to the list, placement shall be at the bottom of the current list with that driver skipped on the first rotation. The list shall be posted before the afternoon route on the last working day of each week. Declining two consecutive trips removes that driver's name from the list for the remainder of the contract year. Drivers can remove themselves from the Educational Trip list and/or Substitute Activity Route list if they need time off for medical or personal reasons. Drivers can return to the list after a minimum of a calendar month.

Section 3. Sports Trips

Two (2) bus drivers' positions will be maintained to drive sports trips and will have priority by assignment over other routes/trips. The list shall be posted before the afternoon route on the last working day of each week. The two drivers will rotate trips. Declining two consecutive trips removes that driver's name from the list for the remainder of the contract year. Assignment to these positions will be posted and selections will be made consistent with the provisions of Article 26. When one or both drivers are unavailable, the selection of the driver reverts to the educational trip list (Article 29, Section 2).

Section 4: Summer School Routes

One driver assigned to each route and route assignments shall be based on seniority.

ARTICLE 30 – EVALUATIONS

At least one evaluation will be performed on each new probationary employee by the end of the employee's first year of employment. Thereafter, a permanent employee will be evaluated at least once every three years. Evaluations may be conducted by either an administrator or the employee's immediate supervisor. However, all evaluations will be approved and signed off by an administrator or his/her designee prior to filing.

Evaluations will be discussed between the employer and the employee within one (1) month of the date of the evaluation and employees will be given the opportunity to write comments to the evaluation prior to the employee's signing the evaluation document. Employees shall receive a copy of the evaluation after signing.

ARTICLE 31 - SEPARABILITY AND SAVINGS PROVISION

If any provision of this Agreement is subsequently declared by proper legislative or judicial to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 32 - FINALITY AND EFFECT OF AGREEMENT PROVISION

This Agreement supercedes and cancels all previous agreements between the Board and the Union, or any employee, and concludes collective bargaining for its term.

ARTICLE 33 – DURATION

This Agreement shall be in effect as of July 1, 2004, and will continue in effect through June 30, 2007. For the 2005-06 and 2006-07 contract years, the distribution will be based on a 4% total package increase. On July 1st of each of these contract years, \$20 a month will be added to the 403b plan contribution and \$20 a month to the insurance plan contribution. The remainder of the package will be applied to the hourly rate.